

EXHIBIT "C"

Exhibit "C" to Peter Franklin, CFO's Affidavit

Peter Franklin's 2008 Summer COBRA charts

Matrix Human Services-VNHS Program
Total Health Care - June 2008

	# of Employees Enrolled	Matrix Premium	Employee Premium	Total Premium
HMO Plan				
Single	62	207.75	6.00	213.75
2-Person	30	303.45	142.00	445.45
Family	13	324.64	242.00	566.64
POS Plan				
Single	24	198.10	116.00	314.10
2-Person	0	283.59	371.00	654.59
Family	3	298.69	534.00	832.69

VHIS Insurance (Summer 2008)						
	Cobra		No Cobra		Employee Change	
	Matrix pays	Employees Pay	Matrix pays	Employees Pay		
Health Benefits		102,276.53	72,270.61	27,999.53	(74,276.01)	
Dental		12,823.78	7,088.48	5,483.83	(7,339.89)	
Vision		1,619.62		1,587.86	(31.76)	
Life/Disability						
Total		116,718.91	79,359.09	35,071.22	(81,647.69)	
Cobra Period						
Individual-HMO		515.99	491.68	14.20	(501.79)	
-Dental		53.37	52.33		(53.37)	
-Vision		15.26		14.96	(0.30)	
		584.63	544.00	29.16	(555.46)	

EXHIBIT "D"

Exhibit "D" to Peter Franklin, CFO's Affidavit

NLRB Proceedings

**MATRIX HUMAN SERVICES at its VISTAS NUEVAS
HEAD START DIVISION**

Employer

and

**MICHIGAN AFSCME COUNCIL 25, AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

Petitioner

**TYPE OF ELECTION
(CHECK ONE)**

- ☐ CONSENT
- ☒ STIPULATED
- ☐ RD DIRECTED
- ☐ BOARD DIRECTED

**(ALSO CHECK BOX
BELOW WHEN APPROPRIATE)**

- ☐ 8(b)(7)
- ☐ Mail Ballot
(Partial)

CASE NO. 7-RC-22201

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board,

It is certified that a majority of the valid ballots has been cast for

**MICHIGAN AFSCME COUNCIL 25, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit.

Unit: All full-time and regular part-time teachers, home visitors, family service workers, assistant teachers, special needs assistants, cooks, and custodians/drivers employed by the Employer and assigned out of its facility located at 2051 Rosa Parks Blvd., Suite 1K, Detroit, Michigan, but excluding center administrators, administrative employees, content specialists/coordinators and assistants, support staff employees, guards and supervisors as defined in the Act.



Signed at Detroit, Michigan

On the 13th day of

May 2002

/s/ William C. Schaub, Jr.
Regional Director, Region Seven
National Labor Relations Board

FORM 100-28-2003 1:34PM

FC No. 3358 UNIP. 6 U.S.C. 3512

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 7-CA-45923 Date Filed 2-18-03
AFSCME Council 25 Log #: L1315-ORG-03

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer MATRIX HUMAN SERVICES	b. Number of workers employed 169
c. Address (street, city, state, zip code) 120 PARSONS ST., DET. MI 48201	d. Employer Representative DEBRA SPRING DIRECTOR
f. Type of Establishment (factory, mine, wholesaler etc.) HEADSTART	e. Telephone No. 313-962-5255
g. Identify principal product or service DAYCARE	

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (2) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (be specific as to facts, names, addresses, plants involved, dates, places, etc.)

(SEE ATTACHED)

By the above and other acts, the above-named employer has interested with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

Full name of party filing charge (if labor organization, give full name, including local name and number)

MICHIGAN COUNCIL 25, AFSCME

i. Address (street and number, city, state, and zip code) 600 W LAFAYETTE, SUITE 500, DETROIT, MI 48226	4b. Telephone No. 313-964-1711
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Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

(Signature of representative or person making charge)

2/14/03

(Title if any)

Address **600 W. LAFAYETTE, SUITE 500**

(313) 964-1711
(Telephone No.)

2-14-03
(Date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT
(U.S. CODE, TITLE 18, SECTION 1001)

NLRB CHARGE

The Charging Party (Union) alleges that the Respondent, Matrix Human Services (Employer) has violated the National Labor Relations Act (NLRB).

- The Employer has changed the members lunch period from one hour to a half hour without bargaining the issue with the Union and unilaterally implemented such in retaliation for electing the Union.
- The Employer has discharged a member (Maria Negrete) without Union Representation or notice to the Union.
- The Employer has changed the Health care benefit to the detriment of the members without bargaining such with the Union and unilaterally implemented such in retaliation for electing the Union.

The Charging Party respectfully requests this Honorable Commission issue an order requiring the Employer to 1) cease and desist 2) return member to work with back pay and benefits; 3) return lunch period to one hour; 4) re-implement the original health care benefit at no cost to the members; 5) immediately bargain the above issues; 6) distribute and post the violations of law and any other such relief that this Honorable Commission may deem appropriate.


Th547juc/sBio/Charge L1315
2/14/03



VISTAS NUEVAS HEAD START

a Division of

Matrix Human Services

TO: All VNHS Staff
FROM: Debra Spring, Division Director 
RE: Lunch/break time
DATE: December 20, 2002

This is a reminder that all staff is entitled to a one-hour break each day. For purposes of our current schedule this should be two fifteen-minute breaks and one half hour (30 minutes) for lunch.

With permission of your supervisor, and based on the needs of the center, you may ask for a one hour lunch combining your two fifteen minute breaks to cover the time period. However, this is with discretion of the supervisor insuring appropriate center or office coverage.

NLRB-601
(11-84)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case

7-CA-47481

Date Filed

5-12-04

INSTRUCTIONS:

an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Ista Nuevas Head Start/A Division of Matrix Human Services		b. Number of Workers Employed 130
c. Address (street, city, State, ZIP, Code) 20 Parsons Street Detroit, MI 48201-2002	d. Employer Representative Geni Giannotti	e. Telephone No. (313) 831-1000 ext. 15 Fax No. (313) 831-4634
f. Type of Establishment (factory, mine, wholesaler, etc.) Human Services		g. Identify Principal Product or Service Service

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices.)

The parties are in negotiations for a first collective bargaining agreement. During these negotiations, without the consent of the union, the employer made the following unilateral changes in the terms and conditions of employment:

. The employer initiated a 10 month program for certain clients of the agency. It transferred approximately 30 regular full time employees to this program. The employer reduced the monthly compensation for these employees by approximately 12 to 18 percent. This change was unilaterally initiated on or about November 1, 2003.

. The employer has a policy that calls for payment between Christmas and New Year's as holiday pay. The employer eliminated that holiday on or about December 25, 2003. The employer created Veteran's Day as a holiday effective November 2004.

. The employer modified its insurance policy on or about November 2002. Thereafter, on or about December 1, 2003, the employer modified the insurance program by increasing co-pays for medical, dental and vision insurance.

On or about March 23, 2004, the union requested the employer, in negotiations, that it rescind all unilateral changes in the terms and conditions of employment and make employees whole. The employer proceeded to bargain over this proposal and revived any prior unilateral change that may have been time barred.

By this and other acts, the employer has violated and continues to violate the Act.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

Full name of party filing charge (if labor organization, give full name, including local name and number)
Michigan AFSCME Council 25

a. Address (street and number, city, State, and ZIP Code) 600 West Lafayette Boulevard Detroit, MI 48226	b. Telephone No. (313) 964-1711 Fax No. (313) 964-4490
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Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
American Federation of State, County and Municipal Employees, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Attorney

(Title, if any)

Fax No. (313) 964-4490

(313) 964-4454

(Telephone No.)

May 12, 2004

Date

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
7-CA-48157	12-10-04

INSTRUCTIONS:

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice is occurring.

1. EMPLOYER (S) AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer (s) Vista Nuevas Head Start/A division of Matrix Human Services		b. Number of workers employed 145
c. Address (street, city, state, ZIP code) 120 Parsons Street Detroit, MI 48201-2002	d. Employer Representative Geni Giannotti	e. Telephone No. (313) 831-1000 Ext. 15
f. Type of Establishment (factory, mine, wholesale, etc.) Human Services		g. Identify principal product or service Service
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8 (a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) On or about August 16, 2004 the employer unilaterally changed employees from 12 month employees to 10 month employees. The employer divided annual salaries by 12 months paid the employees 10/12 of the salary per month thereby reducing wages.		
By the above and other acts, the above-named employer (s) has (have) interfered with, restrained, and coerced employee in the exercise of the rights guaranteed in Section 7 of the Act		
3. Full name of the party filing charge (if labor organization, give full name, including local name and number) Michigan AFSCME Council 25		
4a. Address (street and number, city, state, and ZIP code) 600 W. Lafayette, Detroit, MI 48226		4b. Telephone No. (313) 964-4454
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled when charge is filed by a labor organization) American Federation of State, County and Municipal Employees, AFL-CIO		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By <u>Bruce A. Miller</u> Attorney (Signature of representative or person making charge) (Title, if any) Address <u>600 W. Lafayette, 4th Floor</u> <u>(313) 964-4454</u> <u>December 9, 2004</u> <u>Detroit, MI 48226</u> (Telephone No.) (Date)		

WILLFUL FALSE STATEMENT ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)



United States Government
NATIONAL LABOR RELATIONS BOARD
Region 7

477 Michigan Avenue - Room 300
Detroit, MI 48226-2569

Telephone (313) 226-3200

FAX (313) 226-2090

www.nlr.gov

February 1, 2005

Bruce A. Miller, Esq.
Miller Cohen
600 W. Lafayette Blvd., 4th Floor
Detroit, MI 48226-0840

Robert E. Day, Esq.
Day & Butler PLLC
300 River Place, Suite 3600
Detroit, MI 48207-4291

**RE: Vista Nuevas Head Start, A Division of
Matrix Human Services
Case 7-CA-48157**

Gentlemen:

This is to advise you that, with my approval, the charge in the above-captioned matter has been withdrawn.

Very truly yours,

Stephen M. Glasser
Regional Director

DN/smm

cc: Michigan AFSCME Council 25
600 W. Lafayette
Detroit, MI 48226

Vista Nuevas Head Start,
A Division of Matrix
Human Services
120 Parsons Street
Detroit, MI 48201-2002
ATTN: Geni Giannotti

EXHIBIT "E"

Exhibit "E" to Peter Franklin, CFO's Affidavit

**COBRA and contract layoff notices from Matrix Human Services
Human Resources Manager Teresa Williams-Johnson**

Summer Recess
Notification
w/ benefit information

Submitted to Union
Committee) + (Sarah George)
5/15/08

May 15, 2008

EMPLOYEE NAME
EMPLOYEE ADDRESS
CITY, STATE, ZIP

Re: 2008 Summer Recess

Dear EMPLOYEE:

This has been an excellent program year and we can't thank you enough for the dedication and hard work you demonstrate at Vistas Nuevas Head Start. The purpose of this letter is to outline summer recess.

Your last day of work will be based on your current classification:

<u>Classification</u>	<u>Summer Recess Begins (Last Day Worked)</u>	<u>Return to Work</u>
VNHS Center Staff	June 6, 2008	August 18, 2008
VNHS Center Administrators	June 6, 2008	August 11, 2008
Fatherhood Staff	June 20, 2008	August 11, 2008
VNHS Admin Staff	June 27, 2008	July 28, 2008

*You will be contacted directly if this date changes.

BENEFITS

Medical, Dental & Vision Coverage

Benefits will terminate on your last day worked. You may elect to continue your health coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA), at your own expense. Information regarding COBRA will be mailed separately to your current address on record. Should you return to full-time work the benefits will be reinstated effective the first day of return.

Basic Life, Short Term Disability & Long Term Disability Coverage

Benefits will terminate on your last day worked. Should you return to full-time work the benefits will be reinstated effective the first day of return.

Voluntary Life and Accidental Death & Dismemberment Coverage

Benefits will terminate on your last day worked. Should you return to full-time work the A D & D will be reinstated effective the first day of return.

Please note: Voluntary Life benefits will be subject to medical underwriting and may or may not be reinstated.

UNEMPLOYMENT

You may file for unemployment benefits by telephone or Internet. To file your new claim or to reopen an established claim with a representative, contact the toll-free telephone number at 1-866-500-0017. To file through the Internet, visit the website at www.michigan.gov/uia.

Should you have any questions regarding benefits, please contact Barb Davis, Senior Benefits Specialist at (313) 831-1000- Ext. 14.

We would like to take this opportunity to thank you for your dedication and commitment of which you have shown Matrix Human Services. We greatly appreciate the services you have rendered.
Sincerely,

Debra L. Spring
Vice President of Education

Cc: Marcella Wilson, President/CEO
Peter Franklin, Chief Financial Officer
Teresa Williams-Johnson, Human Resources Manager
Sarah George, AFSCME Staff Representative



May 23, 2008

forwarded to VNHS
staff 5/22/08 for
distribution to staff
with payroll distribution.

Re: 2008 Summer Recess

Dear

This has been an excellent program year and we can't thank you enough for the dedication and hard work you demonstrate at Vistas Nuevas Head Start. The purpose of this letter is to outline summer recess.

Your last day of work will be based on your current classification:

<u>Classification</u>	<u>Summer Recess Begins (Last Day Worked)</u>	<u>Return to Work</u>
VNHS Center Staff	June 6, 2008	August 18, 2008
VNHS Center Administrators	June 6, 2008	August 11, 2008
Fatherhood Staff	June 20, 2008	August 11, 2008
VNHS Admin Staff	June 27, 2008	July 28, 2008

*You will be contacted directly if this date changes.

BENEFITS

Medical, Dental & Vision Coverage

Benefits will terminate on your last day worked. You may elect to continue your health coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA), at your own expense. Information regarding COBRA will be mailed separately to your current address on record. Should you return to full-time work the benefits will be reinstated effective the first day of return.

(Over)



WACHOVIA INSURANCE SERVICES

Wachovia letter -

**Important
Additional Information Regarding You**

Good News! We have received updated information from the insurance companies regarding your benefits end date due to layoff. Below are the details of each insurance company's end date and when it will be reinstated. If you have dental or vision coverage, we have corrected your COBRA packet with the revised coverage termination dates.

*With communication
of changes with
dental & voluntary life
coverage dates.*

Medical Insurance

Total Health Care will terminate your coverage the date you received a notice of continuation from COBRASource. If you choose to continue your coverage, complete the paperwork and return it to COBRASource per their instructions. Your group coverage will be reinstated the date you return to work from layoff.

*Distributed to VNHS
Copy to Union 6/3/08*

Dental Insurance

Guardian will continue your coverage through the end of the month in which you are laid off. Benefits will be reinstated on the first day of the month following your return from layoff. Your COBRA packet incorrectly stated dental benefits would end on the date of layoff.

Voluntary Vision Insurance

EyeMed coverage continues through the end of the month in which you are laid off. Benefits will be reinstated on the first day of the month following your return from layoff. Your COBRA packet incorrectly stated vision benefits would end on the date of layoff.

6/3/08

Wachovia letter -

Cigna Life and Disability Insurance

All Cigna coverage will end on the date of your layoff. Your COBRA coverage will be reinstated upon your return to work.

*discussed w/ Sarah
George via telephone
& faxed.*

Voluntary Life Insurance "Portability Option"

Life insurance is not subject to COBRA continuation. However, you may elect their Portability option. Voluntary Life Insurance benefits will be reinstated for the amount the employee was insured for as an active employee on the date of layoff. The employee must apply to Cigna Insurance Company within 31 days of layoff. The employee's spouse or dependent child coverage may also be continued. The dependent child must be covered under the policy on the date coverage would otherwise end. The application must be submitted to Cigna within 31 days of the Employee's layoff.

Coverage under this option may not be elected at a later date. When applying for this option, the employee must name a beneficiary. Any beneficiary named previously under the policy is no longer in effect.

Upon return from layoff, your voluntary life benefits will be reinstated without evidence of insurability provided you apply for reinstatement of group coverage within 31 days of your return to work.

This is a brief summary of what happens to your coverage during layoff. You must consult the insurance certificate issued by each insurance company for complete explanation of coverage and costs. If there is any discrepancy between this summary and the insurance certificate or policy, the insurance company terms will prevail.

Basic Life, Short Term Disability & Long Term Disability Coverage

Benefits will terminate on your last day worked. Should you return to full-time work the benefits will be reinstated effective the first day of return.

Voluntary Life and Accidental Death & Dismemberment Coverage

Benefits will terminate on your last day worked. Should you return to full-time work the A D & D will be reinstated effective the first day of return.

Please note: Voluntary Life benefits will be subject to medical underwriting and may or may not be reinstated.

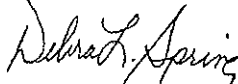
UNEMPLOYMENT

You may file for unemployment benefits by telephone or Internet. To file your new claim or to reopen an established claim with a representative, contact the toll-free telephone number at 1-866-500-0017. To file through the Internet, visit the website at www.michigan.gov/uia.

Should you have any questions regarding benefits, please contact Barb Davis, Senior Benefits Specialist at (313) 831-1000- Ext. 14.

Thank you for the dedication and commitment you have shown to the children and families served by Matrix Human Services. We greatly appreciate the services you render.

Sincerely,



Debra L. Spring
Vice President of Education

Cc: Marcella Wilson, President/CEO
Peter Franklin, Chief Financial Officer
Teresa Williams-Johnson, Human Resources Manager
Sarah George, AFSCME Staff Representative

EXHIBIT "F"

Exhibit "F" to Peter Franklin, CFO's Affidavit

Budget 2009 Statement

MATRIX HUMAN SERVICES
120 Parsons Street
Detroit, Michigan 48201-2002

TO: AFSCME

FROM: MATRIX HUMAN SERVICES/VISTAS NUEVAS HEAD START

DATE: May 15, 2008

RE: Employer statement to unit re: Gardner Letter and 2008-2009 Budget –
Intended For Presentation At Cancelled April 9, 2008 Session

1. The Employer regrets any need to state its position on healthcare insurance during summer recess, a topic about which it believed there was no dispute.

2. Among the known reasons why each year stands on its own are that since June 2003 each year program shortfalls and grantee unilateral cutbacks have become facts of life. Other costs not anticipated are increases in insurances, rents and massive summer unemployment claims. Neither the budget process done a year before nor Employer operations can know if it will have funds to pay for time not worked, *i.e.* any part of twelve months' healthcare for ten months' work come June recess since the budget itself does not provide Employer-paid healthcare during summer recess.

3. There is no Employer contract language which requires twelve months' healthcare for ten months' employment. It is no accident the contract purposely excludes any past practices. The purpose and intent of that clause was "if it is not in the contract, it is not there." It is the express language which prevails.

4. It follows since 2004 during summer recess some Employer form of sponsorship of healthcare continuation (with or without COBRA notification) has been a year-to-year discretionary judgment call, which, sadly, is now subject to claims of past practice for Summer 2008.

5. Lastly, for clarity, if any clarity is required, the 2008-2009 budget does not contain any summer recess "set-aside" or "rainy day" fund for 2009 summer recess healthcare premium coverage for twelve months on behalf of ten months' employment of unit members *i.e.* Vistas Nuevas Head Start unit employees.

 1